

FIA WORLD RALLYCROSS CHAMPIONSHIP PASS TERMS AND CONDITIONS

1. General

- 1.1 International Management Group (UK) Limited (“**IMG**”) is the commercial rights holder of the 2019 FIA World Rallycross Championship (the “**Championship**”) and has the right to determine the terms on which individuals are granted access to certain areas of the venues for each of the events comprising the Championship (the “**Venues**”).
- 1.2 These terms and conditions and any applicable terms and conditions of a Venue (the “**Venue Regulations**”) set out the terms on which IMG grants a successful applicant (an “**Accredited Party**”) with accreditation in the form of an identifying pass (an “**Accreditation Device**”) for access to the Venues (together, the “**Terms**”).
- 1.3 All Accredited Parties and their employer (if any) agree:
- (a) to abide by and comply with any terms of entry into the Venues as prescribed from time to time by IMG or the Venue authority, to the extent those terms of entry do not directly and materially conflict with the rights set out in the terms stated herein;
 - (b) that IMG only grants the right to access the Venue and that each Accredited Party is responsible for his/her own safety and security on-site at a Venue in accordance with the Venue Regulations and any other local laws and regulations;
 - (c) that accreditation will be subject to the Accredited Party complying with the Terms. Failure to abide by the Terms may result in the Accredited Party’s Accreditation Device and/or any other accreditation being revoked for the duration of the Championship;
 - (d) to take all reasonable care with his/her equipment (if any) and to observe all health and safety rules and regulations and other security requirements that apply at the Venue;
 - (e) to abide by all reasonable directions of IMG or the Venue authority whilst in the grounds, including but not limited to places and times of access to the grounds and unauthorised areas of the Venue;
 - (f) at all times whilst in any Venue: (i) to wear such Accreditation Device as may be provided by IMG or Venue authority and ensure such pass is visible at all times; and (ii) not to tamper with any of such items or do anything to obscure any part of them;
 - (g) not to prejudice or infringe the copyright or other intellectual property or proprietary interests owned by, or licensed to, IMG and/or any person officially involved in the staging of the Championship;
 - (h) to conduct himself/herself in a way that will not bring the Championship, the Venue and/or IMG into ridicule or disrepute and to refrain from any behaviour that is offensive, aggressive or discourteous;
 - (i) to conduct himself/herself in a manner that will not cause offence to, or otherwise inhibit the enjoyment of, all other parties involved in the Championship, including but not limited to rights holders, drivers and their teams, race officials, spectators and Venue and IMG employees, consultants or guests;
 - (j) that by completing, the accreditation application form, they acknowledge and agree that that they have read these terms, that they have understood and accepted them and that they will strictly comply with them and the Terms in full and at all relevant times. Where permitted “bulk”

applications are made, it is the responsibility of the person making applications on behalf of others to ensure that all applicants and Accredited Parties have read the Terms, that they have understood and accepted them and that they will strictly comply with them in full and at all relevant times; and

- (k) not to do anything that would infringe or pose an adverse effect on the rights granted by IMG to its broadcasters and other sponsors, partners or suppliers of which the Accredited Party is aware, or could reasonably be expected to be aware.

2. Indemnity, Risk and Access

- 2.1 The Accredited Party and his/her employer (if any) jointly and severally hereby indemnifies and holds harmless IMG or any IMG group company from and against any loss (whether direct, indirect or consequential or otherwise), damage and/or liability (including but not limited to reasonable professional fees together with the costs of enforcement or attempted enforcement of the Terms and/or the Venue Regulations) suffered or incurred by IMG or any of its group companies, or their employees, officers and agents in connection with, resulting from or arising out of, (i) a breach of any of the Terms by the Accredited Party or his/her employer; (ii) any negligence or misconduct of the Accredited Party or his/her employer at the Venue; and (iii) any suspension, withdrawal, revocation or cancellation of the Accreditation Device.
- 2.2 If any third party makes a claim, or notifies an intention to make a claim, suit or other action against IMG or any IMG group company or its/their officers, employees or agents which may reasonably be considered likely to give rise to a liability under the indemnity set out in clause 2.1 (a "**Claim**"), IMG shall:
 - (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail; and
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without notification to the indemnifying party.
- 2.3 The indemnifying party shall have sole control of the defence and/or settlement of any Claim, provided, however, that the indemnifying party shall consult with IMG in relation to all aspects of the Claim, as requested by IMG and shall not enter into any settlement or settlement negotiations without consultation with IMG and without having received IMG's prior written approval.
- 2.4 The Accredited Party and his/her employer (if any) acknowledge that the Accredited Party shall be at, and move in and around, the Venue at his/her own risk and subject to any Venue Regulations.
- 2.5 Access to a Venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or likely to behave violently, harmfully or in a manner contrary to public order. Furthermore, access will be refused to any person whose appearance or behaviour negatively affects the public standing of the Championship or IMG.
- 2.6 The Accredited Party may be exposed to loud noise and flying track material and therefore it is strongly recommended that the Accredited Party wears suitable personal protective equipment when at a Venue.
- 2.7 Accredited Parties allowed access to the paddock areas must remain vigilant of all vehicles at all times.

3. Accreditation and Device

- 3.1 The Accredited Party and his/her employer (if any) acknowledge that any Accreditation Device / accreditation granted to the Accredited Party is personal to the Accredited Party and may not be loaned, transferred, sold or assigned to any other person.
- 3.2 The Accreditation Device remains the property of IMG at all times and shall be returned immediately upon request.
- 3.3 Lost or stolen Accreditation Devices should be reported to IMG at the earliest possible opportunity, and IMG shall, at its sole discretion, decide whether a new Accreditation Device is to be issued.

4. Grant of Request

IMG may grant or reject the request for accreditation in its absolute discretion and after imposing such further terms and conditions as it sees fit. IMG agrees to provide reasonable prior written notice to the Accredited Party of any variations to the Terms and confirms that such variations will not have retrospective effect. Once granted, IMG may revoke accreditation at any time in its absolute discretion without being liable to compensate the Accredited Party, the employer or any other person provided always that whenever practical IMG shall consult with an Accredited Party's employer prior to revoking accreditation.

5. Use of Attributes

Any Accredited Party attending a Venue agrees (to the extent permitted by applicable laws) that the Championship is a public event and thus agrees that perpetual use may be made, free of charge at any time, of his/her name, voice, image and likeness by means of live or recorded audio/video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies from within or at a Venue. The Accredited Party waives, on an irrevocable, unconditional, worldwide, perpetual basis, all rights to object to such photography, recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies.

6. Sound and Image Recording

6.1 Each applicant and Accredited Party is prohibited from:

- (a) recording, broadcasting or transmitting or assisting any person to record, broadcast or transmit, by any means whatsoever (including, without limitation, radio, television, over the Internet or social media or by way of mobile telephone or other device, modem or other form of technology), any moving images, sounds (including, without limitation, commentary), data, results or commentary of or concerning the Championship (or any event thereof), or the Venues, attendees or any activity at any event in the Championship, except with the express prior written consent of IMG.; and/or
- (b) selling, licensing, distributing or otherwise publishing, disseminating or reproducing whether in whole or in part, any recordings relating to the Championship, a Venue, attendees or any activity at any event of the Championship (including, without limitation, photographs, video recordings or sound recordings), except with the express prior written consent of IMG.

6.2 For the avoidance of doubt, all sound and moving picture rights in and to the Championship are held exclusively by IMG.

7. Data Protection

7.1. IMG may use the applicant's personal information (including photographs) for the purpose of: assessing a request for accreditation, administration, marketing and possibly vetting/security checking. IMG may

disclose the applicant's information to its group companies and/or service providers and agents for these purposes.

- 7.2. Unless the applicant indicates otherwise in writing to IMG, the applicant consents to IMG: (i) using the applicant's information to send him press releases and related materials by email, post, social media or SMS; (ii) using the applicant's information to contact him by email, post, social media, phone or SMS to tell the applicant about offers, products, services and initiatives available from IMG or its commercial partners; and/or (iii) passing the applicant's contact details and preferences to other IMG group companies and/or IMG's commercial partners so that they can contact the applicant directly by post, phone, social media, email or SMS about available offers and initiatives.
- 7.3. The applicant may, at any time, change his preferences regarding the receipt of any of the above communications by contacting IMG at jordan.martindale@img.com.
- 7.4. The applicant has the right to request a copy of any personal information held about him/her by IMG (for which IMG may charge a small fee) and to correct any inaccuracies in that information.

These terms shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts. IMG reserves the right (without prejudice to any other right or remedy it may have) to withdraw an Accreditation Device and/or any other form of accreditation at any time if the applicant or Accredited Party (or their employer (if any)) breaches any of the Terms.

Further queries on IMG accreditation should be directed to:

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